

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA

CRIMINAL NO. 09-20295

vs.

HON. MARIANNE O. BATTANI

D-1 WILLIAM LATTIMORE

Defendant.

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SENTENCING MEMORANDUM OF THE UNITED STATES

Salient Facts

In February 2007, defendant William Lattimore, as a member of the Southfield City Council, expressed his concern about the advertising of Zeidman's pawn shop, which was then located at 10 Mile Rd. and Southfield. In a televised meeting, Lattimore complained that Zeidman's commercials "exacerbates the whole business about loans and the pawn shop end of the business," and that the type of advertising used by Zeidman's was "bothersome." At about that time, Thomas LaBret, the owner of Zeidman's, was contemplating moving his store to a larger and better location in Southfield. In approximately April 2007, LaBret hired co-defendant Samuel Riddle, at the suggestion of Monica Conyers, as a consultant to make sure there were no problems with Southfield city officials in the relocation process. Lattimore was perceived as a potential obstacle in the efforts to relocate the Zeidman's store.

Co-defendant Mary Waters, Riddle's live-in paramour and business associate, had

known Lattimore because he had been chief of staff to Sen. Michael O'Brien when Ms. Waters was a state representative in Lansing. Consequently, in April 2007, Waters made contact with Lattimore, on behalf of Riddle. This led to conversations and meetings involving Lattimore, Riddle, LaBret, and Waters.

A wiretap on the phone of Riddle became operational on June 15, 2007. Evidence that there could be a corrupt relationship began to emerge in a July 23, 2007 call between Lattimore and Riddle. During that conversation, Lattimore told Riddle that he had financial problems. "I'll be honest with you Sam - between me and you. I'm in a pickle - and I'm trying to raise some dollars right quick - ah just piecemeal. I gotta piecemeal about about \$3,000 - right quick. My regular business (real estate) has gone in the tank." Riddle suggested to Lattimore that he do a fundraiser "or create the illusion of fundraiser." Lattimore said that he did not have time then, but may do one in the fall. Riddle replied that he would mention this to Waters and that, "maybe she will have an idea."

On July 26, 2007, Riddle and LaBret discussed the status of the relocation of the Southfield store. LaBret told Riddle that he needed a commitment from the city "probably in writing." Riddle responded that he would, "get Mary to work with Bill on that. I'll work with him too."

Having been told by LaBret that he needed a written commitment from the city in support of his relocation, Riddle informed Lattimore that "[W]e might need a letter of support or something." Consequently, a letter, dated August 9, 2007, with the City of Southfield letterhead and signed by Lattimore, was sent to LaBret. In the letter, Lattimore stated, "I will continue to pledge my full support towards the opening of a new

store in this proposed venue, and will also encourage my colleagues to embrace it as well. Please be advised however, whereas I believe that zoning and usage issues will not be a problem; there may be some philosophical challenges towards this proposal regarding it being at the 'gateway of the city.'" A short time before he wrote the letter, Lattimore met with Riddle and Waters at a coffee shop, where Riddle passed Lattimore an envelope containing \$7,500 in cash.

On October 4, 2007, LaBret told Riddle that he had the renderings for the building and wanted to meet with Lattimore. Riddle then called Waters and asked her to set up a meeting with Lattimore and complained about Lattimore: "[Lattimore] ain't done nothing for the money yet except do one letter. That ain't enough for seventy-five hundred." Riddle, Waters, Lattimore, and LaBret met the following day.

A week later, on October 12, 2007, Lattimore took a second bribe payment from Riddle. This time the amount was \$5,000. Evidence of that meeting was divulged in telephone conversations that took place that day. In a 10:30 a.m. telephone conversation, Riddle and Waters discussed the bribe payment that was to take place later that day. They discussed the fact that the payment would be less than the previous one. At 1:42 p.m., Riddle called Lattimore to arrange the meeting. That conversation included the following exchange:

Riddle: . . . you'll be okay. It won't be quite what I said before but you'll see you'll be okay.

Lattimore: Well Mary told me, so I mean.

* * *

Riddle: Oh, oh, oh, okay then your still, you'll still be cool. I mean and uh, I'll, I'll talk to you and it's also one of the most unusual ways, I'm glad you had the relationship with Mary 'cause otherwise there been like a hardcore attitude on my part. But that's good. At least I know one thing (unintelligible). I'll just leave it at that. Okay. I'll see ya.

A short time later, Riddle met Lattimore at a coffee shop where he gave him \$5,000 in cash.

Still concerned that he may run into a problem in the transfer of the pawnbroker's license, LaBret again asked Riddle for something in writing from Lattimore. Riddle assured LaBret that he would get a letter indicating that Lattimore supported the license transfer. Lattimore then wrote a second letter, dated October 22, 2007, to conform with LaBret's wishes. In that letter, Lattimore stated, "It is also understood and permissible for you to transfer your existing business license to the new location."

On December 4, 2007, Lattimore called Riddle, asking for more money. Riddle put him off by reminding him that the deal was not yet completed. About a week later, Lattimore again tried to contact Riddle by leaving him a voice mail. Instead of returning the call, Riddle called Waters and told her to call Lattimore. After Waters talked with Lattimore, she informed Riddle that she had talked with Lattimore. Riddle then said, "[H]e wants to try and get some money and I, I can't do anything 'til Tommy's through with his thing . . . we, what it is is we gave him too much money too soon for doing nothing and now he wants more money."

At their May 5, 2008 meeting, the Southfield City Council approved the planned relocation of Zeidman's. Following are statements made by Lattimore at that meeting, which was videotaped.

I think that Mr. Zeidman¹ [sic] and his architects and developers have done a wonderful job. They've come a long way - long journey with the particular project. They have done everything that Nick and the Planning Commission have asked them to do as far as modifications.

* * *

We didn't want any kind of -- We were very concerned with the image of that type of place. I got a chance to meet him. Got a chance to know about what he's proposing and about the business. Zeidman's is the largest jewelry store in Michigan.

* * *

I think this is a wonderful building - suits their needs, as far as being a bank type facility. And it fits our needs as far as what we like to see in a type of structure that we like to see being developed in our city.

The motion by Lattimore to approve Zeidman's site plan was approved unanimously.

Corrupt Conduct By An Experienced Public Official

Lattimore had served in government for several years. Not only was he an elected member of the Southfield City Council from 2005 to 2009, he had been the executive assistant to Bernard Kilpatrick from 1999 to 2002, when Bernard Kilpatrick was the chief of staff of Edward McNamara, Wayne County executive. Lattimore also served as chief of staff to Sen. Michael O'Brien. This experience should have made Lattimore sensitive to situations that could have developed into a corrupt transaction. In this case, Lattimore did not walk away from the bribes, he readily accepted \$12,500 from Riddle and Waters. Lattimore even persisted in asking for more pay-offs from Riddle and Waters.

¹Many people call LaBret "Zeidman." He does not correct them.

Lattimore exploited LaBret's concern about the transfer of the pawnbroker's license by falsely making him believe that the council had control over the transfer. In one of the telephone conversations, Riddle said that LaBret had been talking with someone else about the license transfer. Riddle asked Lattimore whether the license transfer only involved approval of the mayor and the chief of police. Riddle also said that he had been under the impression, from previous discussions with Lattimore, that the process required approval by the city council. Lattimore told him that the license transfer did, in fact, require approval of the council. Playing up the importance of his position and influence, Lattimore said, "[L]et's put a meeting together with uh, us again with Tommy [LaBret]. I, Tommy's got to stop talking to other people outside of our group. I know this city." In fact, Michigan law places the responsibility of pawnbroker's licenses with the mayor of a city, not the city council. M.C.L.A. § 446.201.

Lattimore did not passively accept money. Instead, he was an active participant in this scheme which went on for months, and persistently asked for more pay-offs. Corrupt activity such as this has an insidious and decaying effect if it infects a governmental unit. Thus, it is important that the sentence imposed on Lattimore have a deterring impact on other public officials who may be tempted to enrich themselves in the performance of their public duties.

Effect on the Process

Lattimore may attempt to argue that his conduct is mitigated because LaBret would have been permitted to relocate even without his support. Even if true, such an argument should be rejected. The taking of a bribe is a serious criminal offense whether

or not the cash eventually had an effect on the final outcome.

In this case, however, Lattimore could have actually presented problems for LaBret, either in obtaining final approval for the site plan of his new location or impeding the process which took many months. The approval of the site plan for the renovation of the building that LaBret purchased had to go through a number of stages. One of the preliminary steps in the process was approval by the site plan committee of city council. In 2007, Lattimore was on the site plan committee.²

In February 2007, Lattimore had been very vocal about his opposition to Zeidman's advertising. That opposition, if continued, could have had an influence on one or more of the persons who were involved in the process of reviewing and recommending approval of LaBret's plans. For example, LaBret, through his contractor, had to deal with the city planner and his assistant. The process could have been slowed down or complicated if the people involved knew that there would be strong opposition to LaBret's plans.

Whether or not Lattimore's strong endorsement of LaBret's plan altered the final outcome is impossible to determine. What is abundantly clear, however, is the fact that Lattimore's attitude about Zeidman's had change dramatically between February 2007, when he was outspoken critic of Zeidman's and May 2008, when he was LaBret's strongest advocate.

Cooperation

When Lattimore was first approached by FBI agents, he confessed to accepting a

²Ultimately, by the time that the plan was reviewed by the site plan committee in 2008, Lattimore had been replaced on the site plan committee.

bribe, expressed remorse, and agreed to cooperate in the investigation. He did indeed cooperate by testifying in the grand jury and agreeing to testify against Riddle and Waters at trial.

He does have a blemish on his cooperative efforts though. After the indictment against Riddle and Waters was returned, and after he had agreed to cooperate, Lattimore was interviewed on television. At that time, he falsely stated that he did not receive any bribes. That statement would have adversely affected his credibility at trial.

Sentence

In light of the nature of the offense and all of the other factors set forth in 18 U.S.C. § 3553, as well as the cooperation of Lattimore, the United States urges the court to impose a custodial sentence of no less than 18 months.

Respectfully submitted,

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Dated: June 16, 2010

CERTIFICATE OF SERVICE

I hereby certify that on June 16, 2010, I electronically filed the foregoing document with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

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